

A. G. Contract No. KR93-2808TRN  
ECS File: JPA-93-167  
Project: RAM-600-1-515  
TRACS No. H 2409 01C  
Section: Pima Freeway  
(90th Street to Thomas Rd.  
Grade, Drain and Pave)  
FY 1994-98 5-Year Program:  
Item No. 892

**INTERGOVERNMENTAL AGREEMENT**

BETWEEN

THE STATE OF ARIZONA

AND

SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY

THIS AGREEMENT is entered into 17 February, 199<sup>5</sup>, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY, acting by and through its TRIBAL COUNCIL (the "SRPMIC").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The SRPMIC is empowered to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the SRPMIC.

3. The State has in the current 5-Year Program a project to construct, the Pima Freeway (101L) Grade, Drain and Pave from 90th Street to Thomas Road, herein referred to as the "Project". In conjunction with said Project, the SRPMIC have requested installation of underground sleeves to accommodate future water and sanitary sewer lines at three locations: Jackrabbit, Camelback and Osborn Roads. The SRPMIC have agreed to pay actual cost for the installation of the sleeves, plus 15% for engineering and inspection administration required at the three locations, estimated at \$310,500.00.

NO. <u>19508</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>02/17/95</u>
<u>James J. Hall</u> Secretary of State
By <u>Vicky Greenwood</u>

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Prepare plans, call for bids and award one or more construction contracts to construct the Project. Administer same and make all payments to the contractor. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.

b. Upon execution of this agreement, as shown on Exhibit "A", invoice the SRPMIC \$310,500.00, the estimated bid cost for installation of the sleeves for future water and sanitary sewer lines, plus 15% for engineering and inspection administration.

c. Upon completion, submit to the SRPMIC, a detailed accounting and an invoice or reimbursement for the balance of the actual bid cost of installation of the sleeves plus 15% for engineering and inspection administration.

2. The SRPMIC will:

a. Review and approve design plans for the sleeves at all three locations listed herein. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the SRPMIC.

b. Be responsible for actual bid cost for installation of the sleeves for future water and sanitary sewer lines, plus 15% for engineering and inspection administration.

c. Upon execution of this agreement and receipt of an invoice, remit to the State \$310,500.00, the estimated bid cost for installation of the sleeves for future water and sanitary sewer lines, plus 15% for engineering and inspection administration. Upon completion of the sleeves at all three locations listed herein, if required, remit payment upon receipt of a final invoice for the balance of the actual bid cost for installation of the sleeves for future water and sanitary sewer lines, plus 15% for engineering and inspection administration.

d. Upon completion of the Project, assume ownership and maintenance responsibilities for the sleeves.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and final payment; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of the SRPMIC, and the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

Mr. Earl Pearson  
Salt River Pima-Maricopa Indian Community  
Route 1, Box 216  
Scottsdale, AZ 85256

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under applicable laws to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement  
the day and year first above written.

**SALT RIVER PIMA MARICOPA  
INDIAN COMMUNITY**

**STATE OF ARIZONA**  
Department of Transportation

By *Ivan Makil*  
IVAN MAKIL Date  
President

By *Robert P. Mickelson*  
ROBERT P. MICKELSON, P.E.  
Chief Deputy State Engineer

doc#251  
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**EXHIBIT "A"****DESCRIPTION**

Sleeve installation for future water and sanitary sewer lines at Jackrabbit, Camelback and Osborn Roads under future Pima Freeway. A 24" sleeve is required to accommodate a 12" waterline. A 36" sleeve is required to accommodate a 21" sanitary sewer.

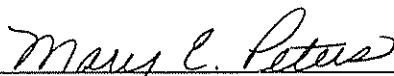
**COST ESTIMATE**

24" Sleeve	\$100.00 X 400 feet X 3 each =	\$120,000.00
36" Sleeve	\$125.00 X 400 feet X 3 each =	<u>\$150,000.00</u>
	Sub Total	\$270,000.00
	15% Engineering & Inspection	<u>\$ 40,500.00</u>
	TOTAL	\$310,500.00

RESOLUTION

BE IT RESOLVED on this 20th day of October 1993, that I, the undersigned, LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interest of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Salt River Pima-Maricopa Indian Community, for the purpose of defining responsibilities for the installation of sleeves for the future construction of water and sanitary sewer lines at Jackrabbit, Camelback and Osborn Roads.

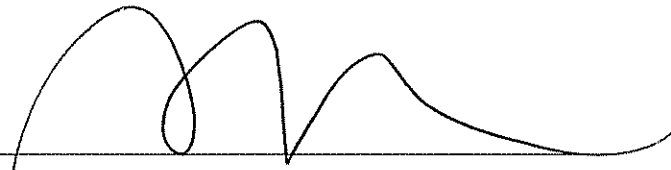
THEREFORE, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Chief Deputy State Engineer for approval and execution.

  
\_\_\_\_\_  
for LARRY S. BONINE, Director  
Arizona Department of  
Transportation

APPROVAL OF  
THE SALT RIVER PIMA-MARICOPA  
INDIAN COMMUNITY TRIBAL ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY, and declare this agreement to be in proper form and within the powers and authority granted to the Tribe under the laws of the Tribe.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1994.



Tribal Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS  
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR93-2808-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 9<sup>th</sup> day of February, 1995.

GRANT WOODS  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:ggt  
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